



# Foreign, Commonwealth & Development Office

## CALL DOWN CONTRACT

<b>Framework Agreement with:</b>	ITAD Limited
<b>Framework Agreement for:</b>	Global Evaluation Monitoring Framework Agreement (GEMFA)
	Lot 3 – Monitoring, Evaluation and Learning, High Value Lot
<b>Framework Agreement ECM Number:</b>	ecm_4748
<b>Call Down Contract For:</b>	Kenya Portfolio Monitoring, Evaluation and Learning
<b>Contract ECM Number:</b>	ecm_7284

I refer to the following:

1. The above-mentioned Framework Agreement dated 22/02/2024;
2. Your proposal of 08/11/2024 (Annex C, Tender) and clarifications (Annex D: Clarifications)

and I confirm that FCDO requires you to provide the Services (Annex A, Terms of Reference), under the Terms and Conditions of the Framework Agreement which shall apply to this Call Down Contract as if expressly incorporated herein.

### 1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than 1<sup>st</sup> September 2025 (“the Start Date”) and the Services shall be completed by 1<sup>st</sup> September 2028 (“the End Date”) unless the Call Down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

### 2. Recipient

- 2.1 FCDO requires the Supplier to provide the Services to the FCDO (the “Recipient”).

### 3. Financial Limit

- 3.1 Payments under this Call Down Contract shall not exceed **£3,449,783** (“the Financial Limit”) and is inclusive of all local government taxes but exclusive of UK VAT, if applicable as detailed in Annex B.

August 2025



# Foreign, Commonwealth & Development Office

## 4. FCDO Officials

4.1 The Project Officer is:

[REDACTED]

[REDACTED]

4.2 The Contract Officer is:

[REDACTED]

[REDACTED]

## 5. Key Personnel

5.1 The following of the Supplier's Personnel cannot be substituted by the Supplier without FCDO's prior written consent:

Role	Name	Organisation
TL/WS1 Lead	[REDACTED]	Consultant contracted by ITAD
Programme Manager	[REDACTED]	ITAD
WS2 Lead	[REDACTED]	Research Plus Africa
WS3 Lead	[REDACTED]	ITAD

## 6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

## 7. Special Conditions

7.1 The following paragraph shall replace paragraph 3.1 in the Framework Agreement Terms and Conditions *Annex 1: Required Insurances for Each Call-Down Contract*, Part A for this call-down contract (ecm\_4748).

3.1 Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £5,000,000 any one occurrence and in the aggregate per annum in respect of products and pollution liability.

7.2 The following paragraph shall replace paragraph 3.1 in the Framework Agreement Terms and Conditions *Annex 1: Required Insurances for Each Call-Down Contract*, Part B for this call-down contract (ecm\_4748).

3.1 Not less than £10,000,000 in respect of any one claim and in the aggregate per annum.

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### 8. Call Down Contract Signature

- 8.1 If the original Form of Call Down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call Down Contract void.

No payment will be made to the Supplier under this Call Down Contract until a copy of the Call Down Contract, signed on behalf of the Supplier, returned to the FCDO Contract Officer.

August 2025

## **Annex A**

### **Terms of Reference**

**Foreign Commonwealth and Development Office**

**ITT Vol. 2**

**Terms of Reference**

for

**Kenya Portfolio Monitoring, Evaluation and Learning (PMEL)**

**ITT\_6288**

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Acronyms

- BHC – British High Commission
- EQUALS – Evaluation Quality Assurance and Learning Service
- FCDO – Foreign Commonwealth and Development Office
- KPI – Key Performance Indicators
- MEL – Monitoring, Evaluation and Learning
- ODA – Official Development Assistance
- PbR – Payment by Results
- PMEL – Portfolio monitoring, evaluation and learning
- TOR – Terms of Reference
- VfM – Value for Money

1. Introduction

These Terms of Reference (ToR) sets out the requirements for the Kenya Portfolio Monitoring, Evaluation and Learning programme.

FCDO Kenya has a comprehensive Country Business Plan<sup>1</sup>, which outlines how the mission works towards six key goals. This pulls together programming, policy, diplomacy and influence work, as well as corporate, consulate and enabling functions. However, FCDO have limited tools to outline or measure results in many of these areas, or to pull together the aggregate effect across workstreams.

The Portfolio Monitoring and Evaluation (PMEL) programme will provide an enabling function to FCDO Kenya, by providing assurance and evidence on what is working in FCDO programmes in Kenya and across all goals. This programme will ensure FCDO have more confidence in actions and assurance on value for money across the portfolio.

2. Background and Context

Objective

The objective of the programme is to deliver:

- Programme monitoring data that is relevant, valid and reliable, increasing assurance and accountability to the taxpayer, and enabling learning and improvement on programme delivery.
- Independent, evaluative evidence, including beyond and across programmes, that allows FCDO to spend in the most efficient, effective and impactful areas in current and future programming.
- Evidence and learning at the strategic and portfolio level which directly informs decision-making and adaptations to FCDO approaches across FCDO Nairobi.

The above stated objectives shall contribute to achieving the following outcomes:

- **Compliance:** Better accountability on use of our resources; better control, identification and management of risk.
- **Learning:** Insights inform programme and policy design and adaptation, strategic direction, country planning, forecasting and budgeting.

These outcomes will, by the end of the programme, lead to the following impact:

- FCDO’s approach in Kenya is grounded in evidence, ensuring the resources have a greater impact and accelerating our progress towards the goal outlined in the Country Business Plan of *a prosperous, safer, healthier Kenya which sees the UK as a partner of choice for peace, trade and economic development, is less reliant on aid and is more resilient to shocks and stresses.*

3. Recipient and Beneficiaries

The Recipient will be FCDO Kenya who will be the primary user of evidence produced through the programme. The ultimate beneficiaries will be the communities and individuals who are the targets of activities and policy work in Kenya. Implementing partners, Kenyan government departments, the FCDO Kenya Country Board and other donors and development partners will be beneficiaries for the evidence, depending on the nature of that evidence.

4. Contract timeframe and budget

<sup>1</sup> This document is summarised in the UK-Kenya development partner summary <https://www.gov.uk/government/publications/uk-kenya-development-partnership-summary/uk-kenya-development-partnership-summary-july-2023>. It will be shared in full with the supplier during the inception phase.

The Contract will run for up to 36 months. The Contract Financial Limit is up to a maximum of £4,800,000 (comprising up to £3,200,00 for the core activities and a ringfenced sum of £1,600,000 for the on-demand activities), inclusive of all local government taxes but exclusive of UK VAT.

The Contract will comprise the following phases:

- a. Inception Phase – 6 months
- b. Implementation Phase – 28 months
- c. Exit Phase – 2 months

5. Theory of change

The programme is based on the following logic:

- **If** external expertise is provided to a) support, improve and verify programme monitoring, b) generate new research and evaluative evidence on programmes and c) generate learning across our country plan and non-ODA work.
- **Then** FCDO will have better evidence to ensure we are compliant in our activities, and learning on what is working or is not working, allowing us to be accountable, to adapt and to improve.
- **Then** FCDO will have an approach that is grounded in evidence, maximising impact and value for money.

See figure 1 for a visual representation of the causal chain.

The key assumptions identified in this theory of change are::

- There will be demand for and capacity to use evidence across all teams and senior leadership; seniors, teams and partners have capacity to absorb and act upon findings.
- It is possible to generate useful data on required topics (including e.g. diplomacy/influence), in a proportionate yet rigorous way.
- High staff turnover within implementing partners and FCDO Kenya doesn't negatively impact the programme, including reducing the benefits of capacity building for longer term change in monitoring and evaluation skills and culture.
- Budget is sufficient to meet demands of all programmes, or if not, programmes are able to identify additional MEL resource.
- Implementing partners comply and participate, including in using / implementing findings.
- Supplier has sufficient skills to cover a range of evaluation type and sector specialisms.

The Supplier will be required to review and update the theory of change during the inception phase of the programme.

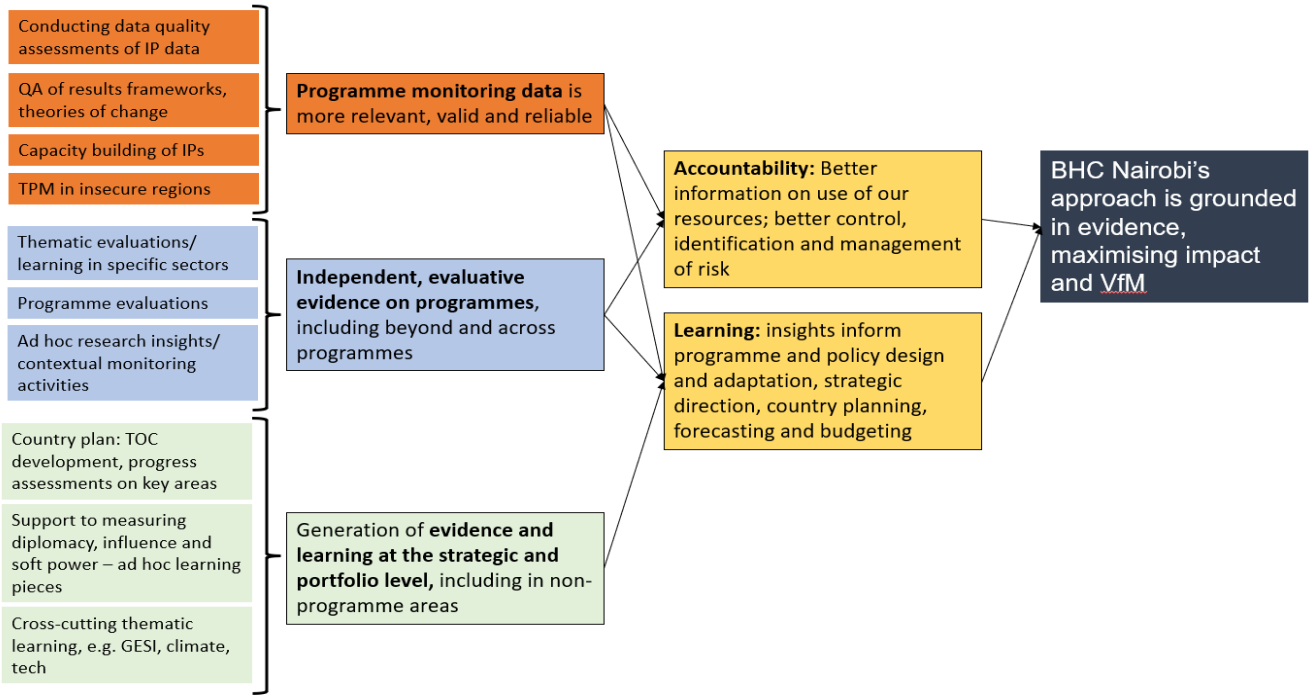


Figure 1: Visual representation of the PMEL causal chain

6. Scope of work

Under this Contract, the Supplier will be responsible for delivering the PMEL programme comprising the following three key components:

- Programme monitoring support:** providing technical and objective support through assurance visits in insecure regions, value for money assessments, data quality assessments, quality assurance of results frameworks / theories of change, option for programme funded audits.
- Independent, evaluative programme evidence:** learning across and beyond the life of programmes, including drawing lessons on what works across a portfolio, measuring longer term impacts and sustainability, conducting process/performance evaluations of high risk or strategically important interventions, conducting portfolio evaluations on key topics.
- Strategic evidence and learning:** evidence-based strategic insight, assessing the country plan goals and informing senior decision-making, supporting measurement of diplomacy, influence and soft power, generating evidence on cross-cutting thematic areas (such as gender equality and social inclusion, climate change, science and technology).

The Country Business Plan currently has six goals, covering mutual prosperity, human and social development, climate change, governance and politics, security and stability and people to people. The Country Business Plan is scheduled to be updated in March 2025.

The PMEL will cover FCDO Kenya programmes and workstreams. Other government department programmes and centrally managed programmes are not in scope.

7. Technical Requirements

The Supplier will provide the appropriately skilled personnel and systems to ensure the successful day to day management of the Contract including project leadership, financial management, risk management, logistics, and administrative duties. Further details are outlined in section 12.

8. Requirements

Inception Phase

During the Inception Phase the Supplier will finalise the Implementation Phase workplan and deliver the following Inception Phase deliverables:

#	Deliverable	Description	Date Due by – months after contract commencement
1	Inception plan	Outline of how inception will be run, including plans for fact finding and completion of outputs below.	Within 1 month
2	Updated Theory of Change	Theory of change reviewed and updated, based on consultation with programme team and others as appropriate and review of evidence.	3 months
3	Log Frame	Logframe developed to include clear, ambitious but realistic indicators and milestones to track progress against the theory of change	3 months
4	Value for Money plan	Clear plan on assuring and assessing progress on Value of Money, including matrix (with close read across the logframe) and assessable targets.	3 months
5	Risk Register	Updated risk register, including mitigation strategies, and highlighting any that are outside of risk appetite.	3 months
6	Draft Exit plan	Draft exit plan for the programme.  Plan for handover of all technical and intellectual property, key data sets and assessment reports in an appropriate transferable format, mechanisms to actively transfer knowledge to FCDO implementing partners to ensure sustainability in line with Clause 16.7 of the GEMFA framework Terms and Conditions.	3 months
7	Programme monitoring support plan	Results of needs assessment for monitoring support, outline of a plan including: a timetable of support tailored to programme needs, methodology, process and products; including results of one assessment to pilot approach.	4 months

8	Selection criteria and processes for Programme and Portfolio Evaluations	Outline of process for creating and managing demand for programme and portfolio evaluations and research, including criteria for prioritisation of projects. Includes any plans for year 1 projects. Includes planned outputs, use and influence plans and quality assurance processes.	6 months
9	Proposal criteria and processes for strategic assessment and learning	Outline of process for creating and managing demand for strategic / learning /thematic assessments, including criteria for prioritisation of projects. Includes any plans for year 1 projects. Includes planned outputs, use and influence plans and quality assurance processes.	6 months
10	Workplan	Detailed fully costed workplan for remainder of year 1 (first 6 months of implementation) and indicative workplans for years 2 and 3	6 months
11	Inception Phase Report	Summary report outlining key deliverables and achievements during the inception and plans going forward.	6 months

Implementation Phase

During the Implementation phase, the Supplier will deliver the scope of work across three outlined components “core service” (within the budget of up to £3.2m) over the life of the programme. There will be an option lto include on-demand services, such as rigorous programme evaluations or audits on particular areas, for up to a total budget of £1.6m.

The budget for such on-demand activities shall be ringfenced and used only with prior consent from the Senior Responsible Owner (SRO) subject to demand from teams, criteria developed during the inception period, and available budget. On demand activities will only go ahead if it meets FCDO needs, if FCDO have not reached budget ceiling and if individual programmes have sufficient budget.

- **Programme monitoring support:** to all ODA programmes funded by FCDO in Kenya (between 10 and 15 programmes)<sup>2</sup>. The Supplier will deliver quality assurance of theories of change, logframes and other results frameworks. The Supplier will conduct data quality assurance exercises, depending on the requirements and risks levels of the programme, to ensure data is being collected as expected and to high quality. Programme implementing partners or individual programme MEL suppliers will continue to be responsible for collecting and analysing routine monitoring data; and routine assurance processes remain the role of FCDO. The Supplier is responsible for providing technical support and assurance on data quality to (a) ensure all programmes meet minimum expected standards, (b) enhance monitoring practice across the FCDO programmes in Kenya. There may be

<sup>2</sup> See section 16 for details on programmes. Further details on Kenya DevTracker page [DevTracker Country Kenya Summary Page \(fcdo.gov.uk\)](#).

requests to support centrally funded programmes or programmes funded by partners across government: this will be assessed on a case-by-case basis.

- **Independent, evaluative programme evidence:** this will include process evaluations, portfolio evaluations and ad hoc contextual research, as required by the FCDO. A small number (2-5) of such assessments are expected annually, depending on the size and scope of the evaluation/research piece. Specific assessments projects will be identified and outlined on a 6-monthly basis, as part of the workplan. Assessments will include combining learning across sectors or themes, as well as looking in-depth at delivery of specific programmes. Process and criteria will be established to identify and select such projects. The PMEL Supplier will be required to support the design and/or quality assurance of rigorous and resource intensive programme evaluations, depending on available budget and levels of demand.
- **Strategic evidence and learning:** This component will cover three key areas: a) supporting assessment of country business plan goals and our strategic partnership at key decision-making points; b) supporting measurement of diplomacy, influence and soft power; c) generating evidence on cross-cutting thematic areas (such as gender equality and social inclusion, climate change, science and technology). For the country business plan review, support will be required on an annual basis, including helping to develop processes for collecting data and supporting assessment. For other projects, clear process and criteria will be developed to identify projects, and teams will have the option to request additional support if required.

Establishing clear processes, criteria and checks for all activities is essential. The Supplier will work with FCDO during the inception phase to develop this.

**Component 1: Programme monitoring support**

The Supplier will support and strengthen programme monitoring, but not directly implement monitoring. This is with the exception of Third-Party Monitoring (TPM), which will be requested if required for insecure regions where FCDO staff cannot travel.

During the inception phase of the PMEL, a needs assessment of all current FCDO Kenya bilateral post-funded programmes (i.e. not including FCDO centrally managed programmes or programmes run by HMG partners) will be conducted by the Supplier. The Supplier will collate information on current practices of monitoring for each programme. From there, a timetable of support will be developed in accordance with the programme need. For example, if a programme has a MEL Supplier that conducts regular independent monitoring, then it will be assumed that technical monitoring support and quality assurance is less of a priority for that programme. Programmes that have no independent monitoring support and rely entirely on implementing partners might require further assistance. Types of support that the Supplier will provide include:

- Technical support and quality assurance to MEL design (theories of change, results frameworks, value of money matrix),
- Data quality assessments of monitoring data,
- Capacity building on monitoring for implementing partners and programme teams,
- Third Party Monitoring for programmes operating in insecure areas,
- Programme audits.

Technical support and quality assurance to MEL design – *core activity*

All FCDO Kenya programmes must meet the expected standards on monitoring. This includes at a minimum: strong, evidence-based theory of change design and articulation of assumptions; clear logframe and/or other results frameworks to measure progress over time, including regular updates and adaptations; clear articulation of data sources and data quality. In addition, where feasible, FCDO programmes should develop clear, proportionate plans for assessing value for money, such as

matrices, which align to logframes but provide further information on cost, benchmarking and value against the 5Es<sup>3</sup>. The Supplier will provide regular technical support and quality assurance on theories of change, results frameworks and value for money approaches on identified programmes. This will include annual support to update these documents for programmes identified as needing MEL support. More substantial support will be expected for new programmes during the initial design of these products. The MEL Supplier will provide clear, proportionate and actionable recommendations for filling data gaps or improving data quality.

Conducting data quality assessments of implementing partner data – core activity

Though the Supplier will not conduct monitoring directly, they will conduct data quality assessments, especially for programmes with no independent monitoring function. This could include ‘following the data’ which is reported by partners and downstream partners, assessing how it is collected, reported, and analysed. Travel within Kenya will be required for field visits to the data source for spot-checks and verification, approximately once a year per programme, depending on need.

Capacity building – core activity

The Supplier will build and improve the capacity of implementing partners and FCDO programme staff, especially in programme monitoring. FCDO will work closely with the Supplier during monitoring support exercises to develop staff capacity. In addition, there will be instances where training will be required, for FCDO programme staff and/or implementing partners, on basic monitoring principles and approaches. This will strengthen the quality of monitoring data across the mission, as well as improving skills across the board in the longer term.

TPM in insecure regions – on demand

In most of Kenya, FCDO programme teams are able to travel safely to visit their programmes for information, updates on progress and assurance. This will remain the responsibility of FCDO programme teams. However, some programmes are expanding into areas deemed insecure and unsafe for staff to travel:<sup>4</sup> in these cases, teams will need additional support to verify activities, reports and monitoring data. The programme teams will have an opportunity to request such additional support from the PMEL Supplier. The Supplier must have capability and sufficient safety protocols in place to meet such requests if and when they come in and deliver high quality information on our partners.

Audits – on demand

Light-touch programme audits can be financial, systems, risk-based, value for money or forensic. FCDO will have the option to request this service from the Supplier, where they have a particular concern or are required to do an audit. The Supplier shall conduct audits in accordance with the International Auditing Standards. FCDO will develop specific TOR for requested support.

**Component 2: Independent, evaluative programme evidence**

The Supplier will produce evaluative evidence to strengthen programmes. This includes generating evidence on how FCDO implement programmes, as well as learning above and beyond specific programmes or programme lifecycles and enhancing contextual knowledge to support better programme design or adaptation.

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<sup>3</sup> The FCDO’s approach to Value for Money approach outlines 5Es: Economy, Efficiency, Effectiveness, Equity and Cost Effectiveness.

<sup>4</sup> This includes areas where FCDO advises against travel or against all but essential travel – see <https://www.gov.uk/foreign-travel-advice/kenya>

Individual research, evaluation or assessment projects will be requested by FCDO and approved according to the criteria and process developed in the inception phase. For all such projects, an FCDO project lead will be identified within the requesting team. The FCDO project lead will work with the FCDO MEL Adviser to develop short terms of reference outlining the purpose, scope, timeline, use and influence, and deliverables of the project. This will be reviewed by the Supplier, who will have the opportunity to comment on feasibility, timing and cost. Project TOR and reports will be quality assured by EQUALS. The Supplier will implement the evaluation, working closely with the project lead, implementing partners, and other stakeholders as necessary and appropriate.

The FCDO MEL Adviser will support FCDO programme teams to identify potential areas, drum up demand and create a pipeline of potential projects over the PMEL programme. Independent, evaluative programme evidence includes:

- Portfolio evaluations – core activity
- Programme evaluations (performance and process) – on demand
- Contextual research and insights – core activity and on demand

Portfolio evaluations of programmes– core activity

Portfolio evaluations will focus on assessing the results of a group of programmes within a sector or topic. FCDO programme teams will identify areas where they lack evidence, want to assess the aggregate effects of multiple programmes in one area or want to better understand the relative benefits of different approaches. FCDO requires up to two portfolio evaluations per year as part of core activities, which will broadly align to the six FCDO goals (see background section in Annex 2). However, if demand exceeds this, there will also be an option to draw from the ringfenced budget assigned for the on-demand activities to support some additional evaluations if criteria and budget ceiling allows.

Approaches to portfolio evaluations will vary depending on the topic and information need, but will draw on theory-based approaches, and analyse information from existing documents, existing monitoring or evaluation data, and key informant interviews with internal stakeholders (for example, FCDO staff across the network) and external stakeholders (for example, Kenyan government, implementing partners, other donors).

Programme evaluations – on demand

The Supplier will provide programme performance or process evaluation subject to a request made from the FCDO programme team and the ringfenced budget availability.

Activities required of the Supplier shall include performance or process evaluations on programmes, and opportunities to do light touch follow-up data collections to look at sustainability or long-term effects of a programme that has closed. The Supplier will be required to support the design and quality assurance of rigorous or more resource intensive impact evaluations, and long-term, intensive MEL packages (e.g. to support adaptive programme), though such activities will be budgeted for and contracted by FCDO separately due to the resource required for such evaluations.

Contextual research and insights – core activity

The Supplier will conduct rapid research on particular topics to inform the design or adaptation of programmes, policies or to influence strategies. This could be, for example, to provide stronger contextual understanding of a particular topic, geography or group; to know more about other partner or donor activity in a sector; to have a stronger picture of the available evidence or gaps on certain intervention types. This will include a range of methods, depending on the need, from secondary data

analysis to key informant interviews to document reviews. 1-2 research projects are required by the Supplier as a core annual activity (depending on scope).

**Component 3: Strategic evidence and learning**

The Supplier is required to generate evidence and light-touch learning on critical areas, which can inform decision-making, prioritisation and planning. The FCDO Kenya Country Board will approve any projects at concept stage and will be the primary audience for the results.

Country business plan – core activity

The Supplier will be required to conduct ad hoc evidence and learning projects on critical areas of our business plan. This will include a summative assessment across the totality of the plan, or in-depth reviews on particular goals or campaigns. This will be light touch in nature: approaches such as after-action reviews, stories of change and learning reviews might be applied

Cross-cutting thematic assessments – core activity

The Supplier will conduct thematic assessments which will focus on cross-cutting issues and/or ways of working. Cross-cutting priorities in the Country Business Plan are identified as gender equality and social inclusion, climate change and science and technology. The Supplier will be required to look across FCDO programmes in Kenya, diplomacy and/or influencing to assess how these aspects are being incorporated in our work. Ways of working could include types of approach and how they work in different sectors or with different groups: this could include assessments of, for example, approach to field visits, what works on technical assistance, how FCDO communicates successes, etc. The Supplier shall deliver a minimum of 2-3 such thematic assessments (on cross-cutting issues and/or ways of working) over the life of the programme.

Approaches to thematic evaluations will vary depending on the topic and information need, but will draw on theory-based approaches, and analyse information from existing documents, existing monitoring or evaluation data, and key informant interviews with internal and external stakeholders such as existing and former FCDO staff, implementing partners or government officials.

Learning on measuring diplomacy, influence and soft power – core activity & on demand

The Country Business Plan goals represent activities and outcomes across development, diplomacy and security. The Supplier will be required to support areas which traditionally do not have programme spend – diplomacy, influence, soft power. This might include support to development theories of change or results frameworks for non-programme, non-ODA activities, but could also include ad hoc, light touch learning pieces. This will be based on demand from the team and support from the FCDO MEL adviser. The Supplier will be required to deliver a maximum of two assessments per year (under the core activities).

**Cross-cutting requirements**

Uptake and use

The use of findings from monitoring, evaluation and learning in decision making and to make changes to our programmes, interventions or ways of working is critical to the success of the programme. Therefore, all assessments must be demanded by and designed with the FCDO programme team as core users of the results. All monitoring support should be done in collaboration with the implementing partners and FCDO programme teams, ensuring strong ownership and understanding of the purpose and use of the recommendations and/or changes, putting them in a better position to take them on board. The Supplier will propose ways of ensuring ownership and strong relationships with recipients

of enquiry and support. For evaluation or research assessments, a use and influence plan will be developed as part of the design by the Supplier.

Ethics and safeguarding

The Supplier will comply with the FCDO Ethical Guidance for Research, Evaluation and Monitoring Activities,<sup>5</sup> including developing a clear ethical protocol for any primary data collection and obtaining academic or country-based ethical approvals where required.

The Supplier will be required to sign confidentiality agreements and there will be protocols to ensure that sensitive information is sufficiently protected and destroyed when the work is completed. Guidance on FCDO’s data policies will be shared with Supplier to disseminate.

Quality assurance

The Supplier will set up clear processes for quality assurance of design, analysis and report writing, and to respond to feedback from FCDO on assessment reports. In addition, all evaluation products (TOR, inception reports, reports on findings) will go to (EQUALS)<sup>6</sup> for independent review, with the Supplier responding to feedback to improve design and products.

All activities and outputs must be designed and implemented with considerations of gender and social inclusion as integral: through including marginalised groups in, for example, qualitative and quantitative data collection, result framework and theory of change design, results verification and report writing, beneficiary feedback and consultation.

**Exit Phase**

There will be a 2-month closure phase before the contract ends. Six months before the end of the contract the Supplier will submit an updated exit plan, to complete the assignment and close the project. This will include the handover of all technical and intellectual property. The Supplier will be responsible for ensuring a plan for the handover of all key data sets and MEL reports in an appropriate transferable format to FCDO before the end of the programme. The Supplier should look for ways to actively transfer this knowledge to FCDO staff and implementing partners to ensure sustainability.

The Supplier will deliver a final report covering the results and lessons learned over the life of the Contract. This should be at least one month before the end of the Contract. An asset disposal plan (physical, digital and data) will also be required if any assets were procured with the programme funds, the Supplier will provide a disposal proposal guided by the UK asset disposal guidelines.

**9. Reporting Requirements**

In addition to the deliverables highlighted above, the Supplier will be required to produce the following reporting documents, to be submitted to the programme SRO, throughout the duration of the programme:

Reporting	Detail
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<sup>5</sup> <https://www.gov.uk/government/publications/dfid-ethical-guidance-for-research-evaluation-and-monitoring-activities>

<sup>6</sup> The Evaluation Quality Assurance and Learning Service provides FCDO with a service of independent review and assessment of all evaluation products.

<b>Inception Report</b>	The inception report will provide a summary of work completed as part of the Inception Phase
Page Limit	Maximum 25 A4 pages (minimum font size 10)
Submission	End of inception phase
Content	Summary report outlining key deliverables and achievements during the inception and plans going forward. Deliverables includes selection criteria and processes for Programme and Portfolio Evaluations, proposal criteria and processes for strategic assessment and learning, workplan.
<b>Quarterly Reports</b>	Provides a summary of work completed during the quarter, and an update to the workplan for the next phase.
Page Limit	Maximum 10 pages A4 Pages (Minimum font size 10)
Submission	Delivered one month after the end of the quarter
Content	Summary of work completed during the quarter, achievements and challenges, deliverables against projected workplan, update costed workplan for the next phase and forecast.
<b>Annual Reports</b>	Provides a summary of achievements and challenges during the year, data against the logframe results, assessment of progress on value for money.
Page Limit	Maximum 20 pages A4 Pages (Minimum font size 10)
Submission	Delivered 10 months after the contract start date, then 12 months after that.
Content	Summary of work completed during the year, achievements and challenges, results against the logframe targets, reflection on validity of the TOC and logframe, progress against recommendations from previous year, recommendations for next phase of the programme, update costed workplan for the next phase and forecast.
<b>Revised Exit plan</b>	Refined and final exit plan for the programme (version 1 developed during inception, updated in the final year)
Page Limit	Maximum 15 pages A4 Pages (Minimum font size 10)
Submission	Within 3 months of Contract end date
Content	Plan for handover of all technical and intellectual property, key data sets and assessment reports in an appropriate transferable format, mechanisms to actively transfer knowledge to FCDO implementing partners to ensure sustainability.

Final Report	Provides a summary of achievements and challenges across the life of the programme, data against the logframe results, assessment of progress on value for money.
Page Limit	Maximum 30 pages A4 Pages (Minimum font size 10)
Submission	At least one month before the end of the Contract.
Content	Summary of work completed during the life of the programme, key achievements and challenges, lessons, results against the logframe targets, reflection on validity of the TOC and logframe, progress against recommendations from previous year, recommendations for FCDO for future MEL.

The Supplier will be required to deliver effective financial management and will need to demonstrate value for money at all stages of the Contract delivery. This will include demonstrating that administrative costs can be minimised and that activities are designed to maximise cost effectiveness. The Supplier will be expected to report on value for money measures undertaken during the reporting periods and this will be assessed by FCDO during the Exiting Poverty in Kenya programme annual reviews.

10. Contract Management Requirements

Review Points

The Contract will be subject to a review point as described below. Continuation of the Contract beyond that point will be subject to satisfactory performance and progress against the agreed outputs.

The Contract will be subject to formal review at the following points:

- i. End of the Inception Phase

Continuation of the Contract beyond the review points will be dependent of Supplier’s performance, ongoing need and availability of funds.

**Break Causes (Gateway Reviews):** *there will be additional points during the life of the contract when FCDO will formally review whether there is sufficient budget for the contract to continue. If FCDO conclude that there is not sufficient budget the Supplier will be given at least 30 days’ notice of the termination of the contract (as per GEMFA Framework Agreement Terms and Conditions section 43.1). The Gateway Reviews will take place during the following months:*

- December 2025
- December 2026
- December 2027
- Within 3 months of any UK Government Spending Review that takes place within the years 2025 to 2027

*The Supplier is required to take account of, and plan around, these Gateway Reviews by ensuring that the contract’s Exit Plan (defined in GEMFA Framework Agreement Terms and Conditions clause 16) is up to date and the Supplier is prepared to follow the Exit Plan, and take other necessary actions, to exit in an efficient manner if a Gateway Review results in the termination of the contract. FCDO will endeavour to provide 3 months’ notice of termination,*

*but the Supplier should be prepared for as little as 30 days' notice as per GEMFA Framework Agreement Terms and Conditions section 43.1*

*The scheduling of these Gateway Reviews is based around FCDO's Financial Years, and UK Government Spending Review cycles, and is intended to aid the Supplier in their planning and efficient execution of the contract. The Gateway Reviews in no way qualify GEMFA Framework Agreement Terms and Conditions section 43.1 and FCDO has the right to act in line with GEMFA Framework Agreement Terms and Conditions section 43.1 and give notice of termination at any time.*

*The activation of Break Clauses following the Gateway Reviews, or of GEMFA Framework Agreement Terms and Conditions section 43.1 at any time, will enable to Supplier to invoice for any exit costs that feature in an Exit Plan that has been formally agreed and signed by both parties. Otherwise GEMFA Framework Agreement Terms and Conditions section 46.1 will apply. The Supplier is required to take account of the Gateway Review schedule, and the increased possibility of termination at these points, to use reasonable endeavours to reasonably avoid exit costs.*

**Scale Up/ Down**

FCDO reserves the right to scale up or down or terminate this Contract in line with the Terms and Conditions.

The Supplier shall commit to being fully prepared in the event any decision is made to scale up (increase) or scale down (decrease) the scope of the programme.

There is an option for FCDO to extend the term of the contract by up to an additional 12 months within the contract financial limit. This option will be exercised at the sole discretion of FCDO and may occur in any of the following circumstances:

- 1. Availability of any underspent fund
- 2. The project has demonstrated strong impact and has the potential to yield better results.
- 3. The Scope of work is expanded in duration, or the number of projects being evaluated.

Scaling down is at FCDO's discretion and may occur for various reasons including but not limited to the project not achieving the intended objectives, a change in the security and/or political circumstances of Kenya, political economy reasons or a shortage of funds.

**11. Payment mechanism and Key Performance Indicators**

**Payment mechanism**

A Payment by Results (PbR) approach will be used to enable effective delivery of the PMEL contract. Key Performance Indicators (KPIs) will link delivery against specified indicators to an agreed payment schedule. The PbR framework will have payments against the set-out deliverables during the inception phase (output-based) and the input-based implementation and exit/closure phases with 20% of gross fees linked to the stated Contract management and Output KPIs.

**Key performance indicators**

A combination of Contract Management and Output Key Performance Indicators shall be used to monitor the Supplier's performance:

KPI	Description	Assessment	Frequency	% of Fees
<b>CM KPI 1:</b> Contract Management - Timeliness	100% of quarterly reports delivered on time as per reporting requirements section.	Pass/Fail	Quarterly	5%
<b>CM KPI 2:</b> Contract Management - Financial Management	Adherence to quarterly forecast (under 15% variance) as per reporting requirements section.	Pass/Fail	Quarterly	5%
<b>Output KPI 1:</b> Timeliness of products	100% of MEL products delivered according to agreed deadline	Pass/Fail	Quarterly	5%
<b>Output KPI 2:</b> Quality of products	100% of MEL design documents and reports achieve a 'fair' rating on review from EQUALS <sup>7</sup>	Pass/Fail	Quarterly	5%

These Key Performance Indicators will be assessed and signed off by the programme Senior Responsible Owner.

**Inception Phase**

During the Inception Phase payment will be made quarterly in arrears based on the achievement of deliverables set out in the Inception Phase table. Details of the value and timing of payments will be in line with Annex B Schedule of Payments,. The deliverables will become eligible for inclusion in invoice upon FCDO’s acceptance and approval.

**Implementation Phase**

Payment will be made quarterly in arrears based on the input fees and the actual expenses incurred in the quarter. The Key Performance Indicators will be used to formally assess the Supplier’s performance in the delivery of the Implementation Phase with 20% of gross fees linked to the achievement of the KPIs. This will be managed on a “service credit” basis whereby for the first six months of the Implementation Phase FCDO will pay in full all compliant quarterly invoices. After month six of the Implementation Phase and every six months thereafter FCDO will verify the Supplier’s performance against the KPIs and where any of the KPIs are not met in full a service credit equal to the KPIs set out below will be applied to the next invoice. There will be no opportunity to recoup the service credit for the failed CM KPIs at subsequent KPI reviews.

The KPIs will be assessed as follows:

<sup>7</sup> The Evaluation Quality Assurance and Learning Service (EQUALS) offers an evaluation quality assurance function for key evaluation products (terms of reference, inception, baseline and draft final reports) to ensure that our evaluations are useful, represent good value for money and can be published externally. Products are assessed against a set of criteria and rated Excellent, Good, Fair or Unsatisfactory.

**Implementation:** The 20% gross fees linked to Supplier performance on the following KPIs:

- a. 10% Contract Management KPIs
- b. 10% Output KPIs.

Assessing Output KPIs Year 1 Implementation

The total percentage of payment linked to the achievement of KPIs will be 20% of gross fees in any given quarter – split as follows:

- a. 10% Contract Management (CM KPI1 and CM KPI2 split equally 50%/50%).
- b. 10% Output (Output KPI1 and Output KPI2 split equally 50%/50%).

The sample calculations below demonstrate how each KPIs value shall be calculated and the mechanism to reducing the invoice for the amount of failed KPI.

Worked Example Implementation Year 1 KPIs	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total Fees and Expenses	200,000	250,000	350,000	400,000
Expenses	50,000	70,000	70,000	100,000
Gross Fees	150,000	180,000	280,000	300,000
10% CM KPIs	15,000	18,000	28,000	30,000
10% Output KPIs.	15,500	18,000	28,000	30,000
KPIs linked Gross FEES value	30,000	36,000	56,000	60,000

Gross FEES breakdown by KPIs	Weighting %	Quarter 1 FEES at RISK	Assessment outcome	Q3 invoice reduced by
CM KPI 1 Timeliness 50%	5.0%	7,500	PASS	-
CM KPI 2 Financial management 50%	5.0%	7,500	FAIL	7,500
Output KPI 1 Timeliness of products 50%	5.0%	7,500	PASS	
Output KPI 2 Quality of products 50%	5.0%	7,500	PASS	
	20.0%	30,000		

Gross FEES breakdown by KPIs	Weighting %	Quarter 2 FEES at RISK	Assessment outcome	Q3 invoice reduced by
CM KPI 1 Timeliness 50%	5.0%	7,500	PASS	-
CM KPI 2 Financial management 50%	5.0%	7,500	PASS	-
Output KPI 1 Timeliness of products 50%	5.0%	7,500	FAIL	7,500
Output KPI 2 Quality of products 50%	5.0%	7,500	PASS	
	20.0%	30,000		

The example above demonstrates how the value of each KPI during Year 1 Implementation phase shall be calculated by FCDO. The Supplier shall invoice FCDO fees and expenses in areas on actuals on a quarterly basis e.g., Quarter 1 = £200K; Quarter 2= £250K. A quarterly supplier's performance review against the stated KPIs shall take place biannually. The outcome of KPIs assessment shows that the Supplier failed the CM KPI 2 and Output KPI 1, which shall be deducted from the Q3 invoice as follows:

The value of Q3 invoice shall be as follows: **£350,000.00 - £7,500.00 - £7,500.00 = £335,000.00**

Gross FEES breakdown by KPIs	Weighting %	Quarter 2 FEES at RISK	Assessment outcome	Q3 invoice reduced by
CM KPI 1 Timeliness 50%	5.0%	9,000	PASS	-
CM KPI 2 Financial management 50%	5.0%	9,000	PASS	-
Output KPI 1 Timeliness of products 50%	5.0%	9,000	PASS	-
Output KPI 2 Quality of products 50%	5.0%	9,000	PASS	-
	20.0%	36,000		

The Supplier shall invoice the full value of Q2. The biannual review shall take place immediately after completion of Q2 activities.

12. Skills and Competency Requirements

The Supplier is required to have knowledge and understanding of the context of Kenya and country networks, expertise in managing multi-methods evaluation and research and strong communications and evidence uptake skills. It is equally important that the Supplier has a strong track record and proven experience of building collaborative, cooperative relationships which foster a strong learning environment.

The quality, capability and experience of personnel is essential. There must be a diverse team of technical experts with a balance of local/national and international expertise, gender balanced, and experienced in working in partnership with local expertise. The Team Leader must possess the relevant skills and expertise to manage programmes of this type, size and complexity.

The monitoring, evaluation and learning team will need the following skills and expertise to deliver the requirements of the Contract:

- **Expertise in monitoring and evaluation approaches and methods** covering a range of quantitative and qualitative approaches and across the full spectrum of assessment tools, from rigorous impact evaluations to process monitoring to light touch learning; this includes methods for assessing programmes, portfolios, diplomacy and influence and ability to assess value for money.
- **Expertise in key sectors**, including areas where we have programme spend (mutual prosperity; democracy, governance and politics; human and social development), cross-cutting priorities (gender and social inclusion, climate change, innovation and tech) and non-ODA areas (diplomacy, security and stability, people to people / soft power).
- At least one member of either leadership or management team must be Kenya based, to liaise with FCDO in person, to be in charge of/responsible for appointing/nominating qualified researchers to carry out data collection or audits as required.
- **An understanding and knowledge of political, economic and social context** of Kenya, and the regions and counties FCDO works in.
- Track record of delivering clear, innovative and effective methods for **information management and sharing and promoting learning uptake and change**, with expertise in packaging and sharing results to maximise relevance and use; this includes the ability to develop user-friendly, targeted knowledge products, hold interactive workshops with key FCDO and partner staff or participating in high level meetings and boards.
- Relationship management skills to ensure the implementing partners' staff are appraised of design and developments, and to keep teams engaged in their work; ability to support staff and develop capacity on the job and through training.

- **Skills and expertise in administration and financial management**, including keeping accurate management and financial information for each service and setting up efficient processes to manage and respond to requests.

### 13. Constraints and dependencies

This Contract is premised on a demand from teams for evidence and data. The ability to carry out monitoring support and evaluation and learning activities relies on teams and implementing partners to engage and own such exercises. There is a risk that implementing partners, programme teams and FCDO senior staff are not fully engaged with the MEL process, due to lack of time, skills or interest, or due to an overwhelming amount of information produced. The Supplier must ensure their design activities, development of products, dissemination and use of products are reflective of such risks.

Equally, there is a risk that there will be more requests for MEL support and products than the programme has resource to provide, especially in terms of complex and rigorous evaluation. The Supplier will work closely with the MEL Adviser during the inception phase to develop clear processes and criteria.

Some evaluation and learning projects will depend upon the quality of available data, and such data may be insufficient or lack sufficient quality to answer strategic questions, or it may be difficult to access data held by implementing partners. This should be mitigated by improving the standards of monitoring quality across the board. The Supplier must be open in its recommendations about the feasibility and/or evaluability of the proposed projects, and must suggest alternative and/or innovative ways of getting information that is not readily available or of high enough quality.

Developing capability in the design, implementation and use of evidence is a core element of this programme. However, there are risks of turnover of internal and external staff and stakeholders, resulting in loss of knowledge and skills learnt from the programme, and minimises the benefits to capacity development. This could also affect the quality of relationship with the Supplier. The Supplier will be required to propose ways of minimising this risk, through regular and repeated training, documentation and resource development, and close working relationships with teams.

### 14. Governance and Coordination

The value in this programme rests in monitoring, evaluation and learning results being relevant and useful and informing adaptations and changes to our strategy, policy and delivery. Governance structures are therefore critical, to:

- Steer FCDO to the most useful and relevant areas of enquiry,
- Provide a forum for sharing and decision-making based on outputs,
- Provide feedback on what is or is not working within processes or outputs.

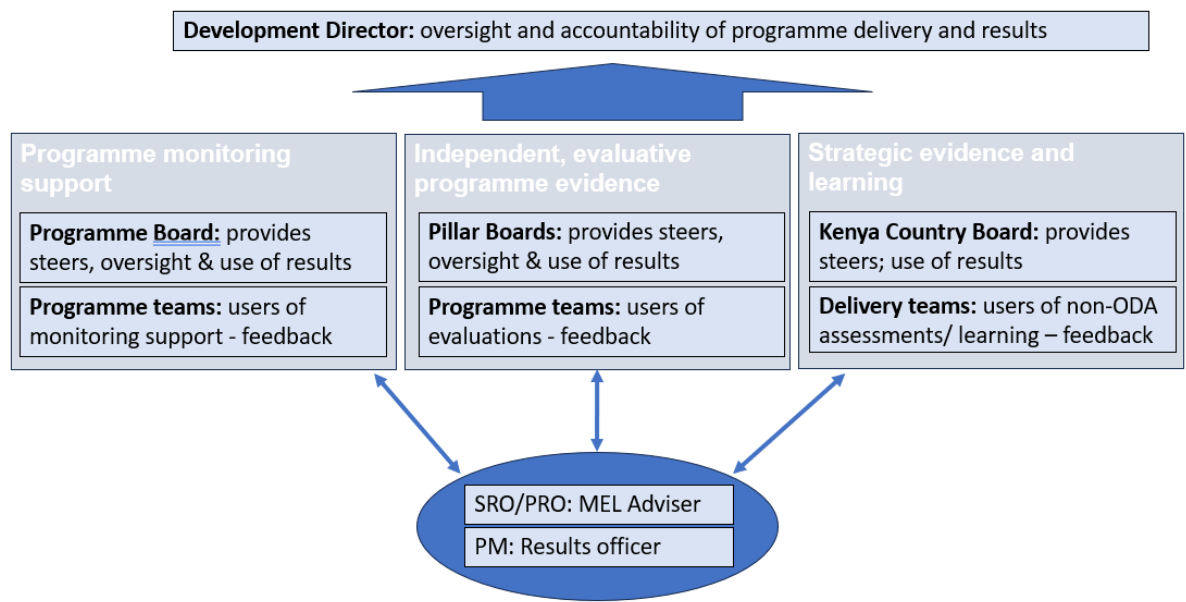
The PMEL programme will be governed by existing BHC Nairobi structures. Figure 2 outlines how the three components will feed into the relevant Board discussions and decisions, with overall oversight of the Development Director and the High Commissioner. The liaison with these Boards will be managed by the FCDO programme team. The Boards are as follows:

- **Programme Board:** The Kenya Programme Board provides assurance to the Development Director and other senior leaders on the portfolio of programmes on the BHC platform. The Programme Board ensures alignment to the PROF rules and strong assurance on the design and delivery of FCDO ODA and non-ODA programmes, particularly in terms of results, finance, risk, transparency and procurement. The Board is chaired by the Development

Director, and membership comprises senior FCDO and HMG partner staff who work on programming.

- **Pillar Boards:** Under the Country Business Plan there are six goals: each has a corresponding ‘pillar’ / teams working towards that goal. Pillar Boards are intended to provide cohesion and opportunity to discuss progress and bottlenecks. They are managed by the Pillar Leads, and membership, frequency and focus varies according to need.

**Kenya Country Board:** The Kenya Country Board is a formal cross mission body focusing on Kenya covering cross-cutting policy issues and progress of the UK-Kenya Strategic Partnership and Country Business Plan. It is Chaired by the High Commissioner and membership comprises pillar and team leaders across FCDO and HMG partners. The SRO will be accountable for day-to-day running of the programme as well as Supplier performance management and tracking of results. This role will be filled by the post MEL Adviser to ensure sufficient oversight of all MEL activities. The programme manager will support this, through ensuring that best practice and compliance are applied across the management of a programme, monitoring progress, managing risks and issues and overseeing financial compliance. The SRO and programme manager will be the key points of contact for this Contract.



**Figure 2: Governance, use and oversight structures**

**15. Stakeholder Management**

The success of this programme will be demonstrated not only by producing data and results, but by how such evidence is used across the mission and with other stakeholders. The MEL products and findings will therefore feed into the existing FCDO Kenya structure, to ensure there is a direct line to decision making, including around the Country Business Plan. FCDO staff buy-in and engagement are critical to the success of this programme, to ensure relevance and ownership of deliverables and uptake of results and recommendations. This includes:

- Teams with ODA programming: monitoring and assurance on programmes, potential evaluation on programmes and /or themes and portfolios of programmes
- Teams working on non-ODA interventions: support to articulate theories of change or results frameworks, and to assess progress or results.
- Senior leadership / the Kenya Country Board / Pillar Leads: assessing progress against at the Country Plan; updates on programme results; evidence to inform strategic decision-making.

The following stakeholders must be considered in addition to FCDO Kenya programme staff:

- Implementing partners: who may be the subject of MEL enquiry; are expected to respond and adapt in line with results and recommendations; may engage in capacity building and technical assistance activities.
- The Government of Kenya: as strategic partners, should be aware of programme results and feed into recommendations and decisions as well as wider strategic direction.
- The general public: accountable to UK taxpayer in terms of ODA programme spend; accountable to Kenya citizens in terms of actions the UK takes in Kenya and ensuring do no harm.
- Other development, diplomatic and private partners working in Kenya: where learning is relevant to their sector or their work, or where we are working in partnership on a programme or policy.

16. Essential Requirements

Conflict of Interest

To assist FCDO to assess any potential conflicts of interest (ColS), the Supplier will deliver this contract being fully mindful of any programmes funded by FCDO in Kenya that they, their Kenyan partners, and any staff working on the Contract have been working or plan to work with inside Kenya between 2021 to 2025. The Supplier will also be required to declare any Conflicts of Interest arising over the life of the Contact. A process for discussing and recording ColS will be agreed with FCDO during the Inception Phase, though is expected to form a standing agenda item during monthly programme management boards. Below is the list of FCDO Kenya bilateral programme portfolio as of August 2024:

Programme	Year, Value	Tier 1 Implementing Partners	Locations (at August 2024)
Regional Economic Development for Investment and Trade (REDIT)	Year: Dec-17 to Mar-25 Value: £79,000,000	TradeMark Africa	Northern parts and North-Eastern regions
Sustainable Urban Economic Development (SUED)	Year: Dec-2016 to Mar-28 Value: £70,000,000	Tetra Tech	Central, Western North-Eastern and Coastal regions of Kenya
Hunger Safety Net Programme (HSNP 3)	Year: Apr-19 to Mar-25 Value: £65,165,530	World Bank, Oxford Policy Management, The Boma Project, UNICEF	Turkana, Marsabit, Wajir and Mandera Counties
Kenya Integrated Refugee and Host Community Support Programme (PAMOJA)	Year: Nov-18 to Mar-25 Value: £31,970,547	UNHCR and IFC	Northern parts and North-Eastern regions
Delivering Sustainable and Equitable Increase in Family Planning in Kenya (DESIP) Service delivery through NGOs	Year: Jun-19 to Mar-25 Value: £25,145,889	Population Services Kenya, HERA and UNFPA	Various Counties e.g. Mandera, Wajir, Marsabit, West Pokot, Samburu, Isiolo, Kilifi, Baringo, Narok, Mombasa, Elgeyo Marakwet, Homabay, Elgeyo Marakwet, Kajiado, Migori, Homabay, Narok and Baringo
Reducing Insecurity and Violent extremism in Northern and Coastal regions of Kenya (RE-INVENT) Programme	Year: Apr-19 to Mar-25 Value: £19,549,996	Tetra Tech	Northern parts, North-Eastern and Coastal regions of Kenya
Kenya Devolution Programme	Year: Apr-20 to Jun-26 Value: £12,000,000	Act Change Transform and World Bank	Government of Kenya and County Governments
Kenya El-Nino Programme	Year: Nov-23 to Aug-24 Value: £4,293,122	UNICEF	Northern parts and North-Eastern regions of Kenya
Kenya Catalytic Jobs Programme	Year: Jan-20 to Mar-25 Value: £3,949,198	Sinapis	Northern, Eastern parts and Central Rift
Financial Sector Deepening Africa (FSDA)	Year: Apr-22 to Dec-30 Value: £3,000,000	Financial Sector Deepening Trust Kenya	Government of Kenya Agencies (Capital Markets, National Treasury)
Kenya Anti-Corruption Programme	Year: Jul-23 to Oct-24 Value: £3,000,000	British Business Association of Kenya and Institute of Economic Affairs	Government of Kenya Agencies and Civil Society
Kenya Elections Support Programme	Year: Oct-21 to Dec-24 Value: £400,000	UNDP and Electoral Law and Governance Institute for Africa (ELGIA)	Government of Kenya Agencies (IEBC, the Judiciary and ORPP)

Inclusion

Gender Equality and Social Inclusion should be at the heart of this programme. That includes ensuring inclusion of all genders, income groups, levels of disability, age, ethnicity and other protected characteristics are considered throughout the design, analysis and interpretation of any monitoring, evaluation or learning projects. Data should be disaggregated, at a minimum, by sex, age and disability.

**Managing data**

FCDO will have unlimited access to the material produced by the Supplier in accordance with [our policy on open access to data](#) as expressed in our general conditions of contract. Any datasets generated or introduced by PMEL will need to conform to appropriate internationally and locally approved standards.

**Risk Management Requirements**

The Supplier is required to monitor and actively mitigate any identified risks associated with the delivery of PMEL programme. A risks register should be maintained and reported on at least on a quarterly basis.

**Duty of Care**

The Supplier is responsible for the safety and well-being of their personnel and third parties affected by their activities, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.

The Supplier is responsible for ensuring appropriate safety and security briefings for all their personnel, including contractors, and ensuring that their personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier must ensure they (and their personnel) are up to date with the latest position.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their personnel, including contractors, considering the environment they will be working in and the level of risk involved in delivery of the services (such as working in dangerous environments, transportation risks etc.). The Supplier must ensure their personnel receive safety in the field training prior to deployment if judged necessary.

Bidders must develop their tender based on being fully responsible for Duty of Care in line with the details provided above. They must confirm in their tender that: a. They fully accept responsibility for security and duty of care.

- b. They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- c. They have the capability to manage their duty of care responsibilities throughout the life of the contract.

Acceptance of responsibility must be supported with evidence of capability and FCDO reserves the right to clarify any aspect of this evidence. The Supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to FCDO.

FCDO has carried out a country risk assessment (of foreseeable risks) for Kenya, which is included at Appendix 2. It is worth noting that on June 2024, FCDO advises against all travel to Sudan for UK nationals.

**Sensitive Information**

Due to the sensitivity of some topics explored in the FCDO’s policy and programme portfolio in Kenya, it may be necessary for some Supplier staff to possess the Security Check (SC) clearance to enable them to work on specific deliverables and exchange information with FCDO staff. Any costs associated with obtaining clearances for staff should be met by the Supplier and will be reimbursable as an expense. Further information on clearance levels and processes is available on the UK government Security Vetting website.

The Supplier will seek written permission from FCDO before sharing any materials generated through the contract – for example, as a sample of work – outside the team immediately working on the deliverables. Any material that is sensitive in nature should not be shared beyond Supplier team members who have appropriate security clearance.

**General Data Protection Regulations (GDPR)**

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in App 1 and the standard clause 33 in section 2 of the GEMFA Framework Agreement.

**Annex 1: Links to current and recent MEL activities**

The following are examples of monitoring and evaluation activities currently underway, or recently completed, for FCDO in Nairobi:

- Delivering sustainable and equitable increases in family planning (DESIP):
  - A Development Impact Bond to Finance the In Their Hands Project: Third Party Monitoring Final Report (September 2022)  
[https://iati.fcdo.gov.uk/iati\\_documents/D0001335.pdf](https://iati.fcdo.gov.uk/iati_documents/D0001335.pdf)
  - Third party monitoring and evaluation for Delivering sustainable and equitable increases in family planning: national DESIP family planning learning conference (November 2023):  
[https://static1.squarespace.com/static/625b44be83e612233a8077de/t/6560d0a14c29950c3b54bc93/1700843694737/DESIP\\_Conference+paper+November\\_print\\_spread.pdf](https://static1.squarespace.com/static/625b44be83e612233a8077de/t/6560d0a14c29950c3b54bc93/1700843694737/DESIP_Conference+paper+November_print_spread.pdf)
- Hunger Safety Net Programme: impact evaluation
  - [Evaluation of the Kenya Hunger Safety Net Programme \(HSNP\) | Oxford Policy Management \(opml.co.uk\)](#) (dates various & evaluations ongoing – see products for details)
- Thematic evaluation of BHC Nairobi’s support to the Kenyan elections. [No documents currently available. Evaluation implementation February-May 2024].
- Thematic evaluation of job creation programmes
  - [Thematic evaluation of Kenya’s job-creation programmes - GOV.UK \(www.gov.uk\)](#) (tender issues January 2024, work expected March-June 2024).
- Maternal and Newborn Health Evaluation:
  - MNH PROGRAMME SUMMATIVE EVALUATION Vol 1 (January 2020) [hera Tender Template 06152019 \(fcdo.gov.uk\)](#)

Monitoring and evaluation activities for centrally managed programmes and partners across government are not available.

Annex 2 Background

Background

The Portfolio Monitoring, Evaluation and Learning (MEL) programme will provide evidence on delivery and results, within individual programmes and across the portfolio as a whole.

FCDO Kenya is working with the Government of Kenya (GOK) on a number of key areas (see the [UK–Kenya development partnership summary, July 2023 - GOV.UK \(www.gov.uk\)](#) for further details):

- 1. Climate change
- 2. Human and Social Development
- 3. Trade and investment
- 4. People to People
- 5. Governance
- 6. Security

We have 11 active bilateral ODA programmes operating in Kenya covering the breadth of the strategic partnership including social protection, humanitarian response, women and girls, infrastructure, job creation, devolution, and anti-corruption.<sup>8</sup> These are complemented by centrally managed, multi-country programmes in climate and environment, finance, investment, infrastructure, agriculture, science and innovation, research, and digital access. We are currently designing new programmes to address inequalities in education and health, support women and girls and address food security. An uplift in budget for official development assistance (ODA) programming is expected in FY24/25.

The Portfolio Monitoring, Evaluation and Learning programme will support the FCDO Kenya to verify our results and assess our progress, providing technical expertise on statistics, evaluation or economics in specific sectors, and support to thorough analysis and interpretation. Some programmes are planning to expand activities into insecure areas where BHC Nairobi staff cannot travel and need support to verify partners’ work. Other areas would benefit from being able to look at results in the longer term, beyond the life of the programme, or to compare different programmes over time or across approaches.

2.2 Purpose of the programme

The International Development Strategy (2022) highlights the importance of posts being able to take decisions on how to achieve goals in a way which is “grounded in evidence, relevant to the context in which we work, reflecting the new partnerships others want from us and harnessing all the benefits of our investment and expertise.” The White Paper on International Development (2023) emphasises the importance of accountability to taxpayers and ensuring we are tracking and sharing impact, as well as ensuring our partnerships are informed by a shared understanding of the context, objectives, and evidence of what works.

As a department, FCDO recognises the value of looking across multiple programmes and using existing evidence to generate new insights, as outlined in the FCDO Evaluation Strategy.<sup>9</sup>

Rigorous monitoring and evaluation of ODA programmes ensures taxpayer money is spent well, wisely and fairly: it can verify we are buying what we thought we were, and that what we are buying has the effects we expect. In non-ODA or diplomatic areas, it supports ongoing assessment of our human and financial inputs to ensure we are doing the right things in the right way. Having portfolio monitoring

<sup>8</sup> All UK government programmes in Kenya can be viewed on Devtracker: [DevTracker Country Kenya Programmes Page \(fcdogov.uk\)](#)

<sup>9</sup> FCDO Evaluation Strategy, 2022-2025, <https://www.gov.uk/government/publications/fcdogov-uk/fcdogov-uk>

evaluation and learning pushes us to generate and use evidence that maximises our coherence, efficiency and impact. PMEL will assess activity across multiple departments, leveraging economies of scale for decisions on strategy. Evidence produced will benefit a broad range of stakeholders working across the portfolio. It will produce higher quality more rigorous evidence to improve decision making by engaging external expertise. Independent evaluation and external challenge will help FCDO Kenya look outside the internal system to identify issues and provide a different perspective to generate new insights and recommendations.

Appendix 1 of Call-down Contract (Terms of Reference)

Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this Call-down Contract:</p> <p>the Clause 33.2 and 33.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are <b>independent Controllers</b> in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and / or fulfilment of this Contract.</p> <p>For the avoidance of doubt, the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so FCDO shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this Contract.</p>

Appendix 2

FCDO Overall Country Risk Assessment Matrix - Location: Kenya

Date of assessment: 17/04/2024

Assessing official: Andrew Provan – Regional Overseas Security Manager

Theme	Risk Score	Risk Score	Risk Score
	Kenya (excluding areas listed separately)	Advise against all but essential travel to within 15km of the coast from the Tana River down to the Sabaki River North of Malindi. It covers Lamu County and those areas of Tana River County north of the Tana river itself. Lamu and Manda Islands are excluded	Advise against all but essential travel to Mandera, Daadab and Garissa plus anywhere else within 60km of the Somali border (including areas North of Pate Island on the coast) <sup>1</sup> and Eastleigh in Nairobi
OVERALL RATING			
FCDO travel advice			
Host nation travel advice	Not available	Not available	Not available
Transportation			
Security			
Civil unrest	5	5	5
Violence/crime	5	5	5
Terrorism	4	4	4
Espionage	Not available	Not available	Not available
War			
Hurricane			
Earthquake			
Flood			
Medical Services			

1 Very Low risk	2 Low risk	3 Med risk	4 High risk	5 Very High risk
			SIGNIFICNTLY GREATER THAN NORMAL RISK	

NOTE: ROSM only assess the overall rating and scores for Violent Crime, Terrorism and Civil Unrest

For these areas specific travel advice should be sought. See latest FCDO [travel advice](#) for Kenya